

EXHIBIT A

Contract

Northern Divers USA, Inc

10404 FOX BLUFF LN
SPRING GROVE, IL 60081

PH (847) 293-8465

COMMERCIAL DIVING
COMPLETE UNDERWATER SERVICES

CERTIFIED UNDERWATER
CONTRACTORS

PAGE NO. 1 of 3
CONTRACT NO.
016319
DATE: 05/03/2017

SUBMITTED TO: Mr. Ajay A Talwar

WORK PERFORMED AT: PSEG SALEM

NAME: Atlantic Subsea, Inc.
STREET: PO Box 714 / 108 Ferry Road
CITY/STATE: Bridgeport, NJ 08014
TEL: 609-868-0827

STREET: Alloways Creek Neck
CITY/STATE: Hncocks Bridge, NJ 08038
COAST GUARD PH:
HOSPITAL PH: _____ AIR SEA: _____

We will perform all the supervision for the completion of:

The vacuuming by high volume displacement of sand, muck and debris in the 42" x approx. 750' HDPE pipe

Northern divers USA will provide the onsite setup and operation supervision and supervision only for the cleaning
Of said pipe at the Salem Power utility plant in Newark New Jersey.

Atlantic subsea is to provide all materials, equipment, labor and fuel to complete the pipe cleaning project.
Northern Divers USA will provide all travel and expenses with work truck tools and mis may needs on site
With 42" flange fitting and hardware.

Northern Divers USA and Atlantic Sub Sea will work together under the understanding of our confidentiality agreement
And in no way, will any confidential information be used or repeated until a final agreement between both parties is
completed for future system use by Atlantic Sub Sea.

Northern Divers USA is a member of the Local - 150 Operating engineer's marine unit out of Chicago Illinois
All our wages are paid at the Prevailing wage.

Terms and Conditions:

1. Payment. In the event the customer fails to pay Northern Divers USA, Inc. (referred to hereinafter as Northern Divers USA) any payment by the due date, the amount due shall accrue interest at a rate of 18% per day, or the highest rate permitted by law, and all of Northern Divers USA costs incurred because of nonpayment, including all its reasonable attorney's fees and costs of suit.
2. Warranty. Northern Divers USA guarantees its workmanship and material for a period of one (1) year. Northern Divers USA's responsibility under this warranty is limited to the repair or replacement of any defective work or material of which it receives written notice of within one year from substantial completion of the work. Northern Divers USA shall not be liable for any consequential or incidental damages.
3. Substitutions. Northern Divers USA shall have the right to substitute material set forth in the specifications with material of equal or better quality.
4. Matching. The customer authorizes Northern Divers USA to use its best judgment in matching existing materials and Northern Divers USA shall not be liable for minor variations thereof.
5. Delay. If Northern Divers USA is delayed in the progress of the work by any act or neglect of the customer or by any changes ordered in the job or by any labor dispute, non-payment, unforeseen delay in deliveries or in obtaining any permits, or by adverse weather conditions, or any causes beyond Northern Divers USA control, then the contract time shall be extended for such reasonable time as necessary. In the event the job does not commence within sixty (60) days of the date of this contract, Northern Divers USA may cancel this contract and return all deposits to the customer for work not completed.
6. Mediation. If a dispute arises between the parties concerning this contract or performance thereof and the parties cannot resolve said dispute between them, the parties agree to attempt to settle this dispute by mediation through the American Arbitration Association. The costs of the mediation shall be divided equally by the parties. If the parties are unable to resolve any dispute within thirty (30) days after written notice by either party that it wishes to invoke mediation, then either party may pursue all legal remedies.
7. Miscellaneous. The customer warrants that Northern Divers USA has made no representation or promise other than those contained herein. The customer waives any right to a jury trial and consents to jurisdiction and venue at Northern Divers USA election in the county in which they reside or work is performed or any adjacent county.
8. Supervisory only condition. If Northern Divers USA is acting as site supervision only void paragraphs 2, 3, 4, and 7.

SAFETY:

The contractor, its agents, employees, will perform all work on the project in a safe and responsible manner. Contractor shall comply with all specific safety requirements of the Occupational Safety and Health Act of 1970 and the Construction Safety act of 1969 and all standards and regulations of the Association of Diving Contractors International and the United States Coast Guard which have been or shall be promulgated by the parties or agencies which administer the acts. Contractor shall comply with said requirements, standards and regulations. Northern Divers USA, Inc will have jurisdiction over any and all other contractors on the project while diving operations are commencing.

Costs are as follows:

The cost for all the above work is. \$100,000.00

Working Schedule to start. _____.

PAYMENTS:

This above work will be performed in accordance with the recommendations and specifications submitted for said project And completed in a workman-like manner with all materials included and not to exceed the sum of: \$100,000.00

A deposit amount of \$25,000.00 (Twenty-Five thousand and 00/100 dollars) will be paid to Northern Divers USA, Inc. at the Signing of this contract and the sum of \$75,000.00 (Seventy-Five Thousand 00 /100 dollars) will be due on completion.

Changes in the above specifications may be made only upon written agreement, and extra charges will be made.

All agreements are contingent upon strikes, accidents or delays beyond our control.

This contract may be withdrawn by Northern Divers USA at any time before acceptance.

Respectfully submitted Northern Divers USA, Inc.

Per _____

Frank Frosolone

Acceptance

The above prices, specifications and conditions are accepted. Payments will be made as set forth above.

5/19/17

Signature

Date

Signature

Date